

**ACCESS AGREEMENT  
BETWEEN EPA AND [COMPANY]  
HYDRAULIC FRACTURING PROSPECTIVE CASE STUDY  
IN [COUNTY], OKLAHOMA**

[COMPANY], pursuant to the Surface Damage Agreement and Release between [COMPANY] and the surface owners of the [LOCATION] (attached as Exhibit A, the "Surface Agreement") and pursuant to the necessary rights and privileges arising from [COMPANY]'s ownership interest in the oil and gas leasehold estate, hereby authorizes entry and access on the property in [LOCATION] (as described in Exhibit B, "Property") to the employees and authorized representatives, agents, consultants, contractors and subcontractors of the United States Environmental Protection Agency ("EPA") in order to implement a prospective case study of potential impacts of hydraulic fracturing on drinking water resources (hereinafter the "Project").

1. The following activities (hereinafter the "Work") may be conducted on the Property by the EPA and its contractors and representatives, and are covered by this authorization:

- Staging equipment and supplies
- Installation and sampling of ground water monitoring wells
- Collection of environmental media samples (e.g., soil, surface water)
- Measurement of geophysical properties
- Related Activities

The activities conducted by EPA are undertaken as part of a national scientific study. EPA shall, in the exercise of the rights and privileges granted by this agreement, adhere to and comply with good engineering practices and all laws, ordinances, rules, regulations and orders applicable to EPA's activities, operations and work performed upon, or use of, the Property.

2. The Work shall be coordinated and approved in advance with [COMPANY], and a [COMPANY] representative shall accompany the EPA at all times the EPA enters the Property. Therefore, EPA shall provide [COMPANY] a copy of the schedule for the Work with 5 business days notice prior to commencement.

The initial notice, any subsequent notices or communications shall be provided to:

[COMPANY]'s Representative: [REPRESENTATIVE  
CONTACT  
INFORMATION]

EPA Representative: [REPRESENTATIVE  
CONTACT  
INFORMATION]

[COMPANY] does not intend, and EPA shall not be required to follow the provision in this paragraph two (2) if and when it enters the Property in its official enforcement and inspection

capacity.

3. [COMPANY] shall provide the Property to EPA in "as-is" condition. EPA has inspected the Property and is satisfied that it is fit for EPA's purpose. [COMPANY] shall not be responsible for repairing, maintaining or removing any alterations to or installations on the Property by EPA or its contractors.

4. EPA's access to the Property is non-exclusive. EPA shall access the Property and perform the Work at all times so as not to unreasonably interfere with the use of the Property by [COMPANY] or any owner, tenant, licensee or other occupant of the Property. The Surface Agreement, recorded at Book [XXXX], Page [XXXX] of the records of the [LOCATION] intended to and shall constitute a covenant running with the Property for the term hereof.

5. Upon the completion of either of the activities included in the Work on the Property or upon the expiration of this Access Agreement, whichever shall earlier occur, EPA's contractors shall restore the portions of the Property disturbed by the Work to the same or substantially similar condition, based upon photographs to be taken by EPA's contractors prior to the commencement of the Work, as existed prior to the commencement of the Work. The foregoing will not apply to any wells and appurtenances required to be maintained by EPA on the Property.

6. EPA's contractors shall provide the following insurance for the Work:

(a) Certificates of Insurance for EPA's prime contractor, Ecology and Environment, have been furnished to and accepted by [COMPANY] as evidence that such contractor maintains adequate insurance coverage. The drilling subcontractor will be required to maintain the insurance coverage described in Exhibit C. All other professional services subcontractors will be required to maintain the insurance coverage described in Exhibit D. Prior to entering the Property the subcontractors must submit to [COMPANY] certificates of insurance showing that the subcontractor has the proper insurance coverage, as described above, and that [COMPANY] has been named as an "additional Insured" on all policies except Workers Compensation and Professional Liability where applicable, and that [COMPANY] is extended a waiver of subrogation on all those policies.

(b) Said certificates should be forwarded to:

[REPRESENTATIVE  
CONTACT  
INFORMATION]

7. Nothing contained in this Access Agreement shall be deemed or construed to create the relationship of principal and agent, or a partnership, or any form of joint venture between the parties, it being understood and agreed that there is no relationship between the parties.

8. By giving consent, [COMPANY] does not waive or otherwise compromise its rights under federal, state or local law, nor under common law, with the exception of those rights waived in giving this consent.

9. This Access Agreement shall expire on December 31, 2015, unless earlier withdrawn, in which case notice of such withdrawal shall be made at least 30 days in advance. The expiration date may be extended by mutual agreement, confirmed in writing, prior to the expiration date.

10. This Access Agreement constitutes the entire agreement between the parties as to the subject matter and there are no verbal or collateral understandings, agreements, representations or warranties not expressly set forth herein. This Access Agreement may not be changed or terminated orally but only by an instrument in writing signed by the party against whom enforcement is sought.

11. These terms, conditions, covenants, releases, provisions and undertakings shall be binding upon and inure to the benefit of the parties to this Access Agreement and their respective heirs, successors, representatives and assigns, and is intended to and shall constitute a covenant running with the Property for the term hereof.

12. If any provision of this Access Agreement is held invalid under any applicable statute or rule of law, whether now existing or hereinafter passed or adopted, such invalidity shall not affect any other provision of this Access Agreement that can be given effect without the invalid provision, and, to this end, the provisions of this Access Agreement are declared to be severable. In such event, the particular provision held invalid shall be renegotiated and redrafted so as to comply with the particular statute or rule of law. In no event, however, shall this severability provision operate as to alter in any material respect the basic understandings to the parties as to their respective obligations hereunder.

13. EPA, an agency of the federal government, shall be liable for claims, damages and injuries which may occur under this Access Agreement as provided in subsections a. and b. below:

a. The Federal Tort Claims Act (28 U.S.C. 2671, 2680) provides coverage for damage or loss of property, or personal injury or death, caused by the negligent or wrongful act or omission of an employee of EPA while acting within the scope of his or her employment, under circumstances where EPA, if a private person, would be liable to the claimant in accordance with the law of the place where the act or omission occurred.

b. If an employee of EPA is injured while acting within the scope of his or her employment, government liability for that injury will generally be dictated by the provisions of the Federal Employees Compensation Act (5 U.S.C. 1801).

14. List of Exhibits:

- A. Surface Damage Agreement and Release between [COMPANY] and the surface owners of the [LOCATION]
- B. Property description
- C. Insurance Requirements - Drilling Subcontractor

#### D. Insurance Requirements - Professional Services Subcontractors

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**OWNER:**

[COMPANY]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title

**U.S. Environmental Protection Agency**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed or Typed Name

\_\_\_\_\_  
Title